# Received by NSD/FARA Registration Unit 10/05/2018 10:22:25 AM OMB No. 1124-0006: Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

# Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <a href="https://www.fara.gov">https://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq. for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="https://www.fara.gov">https://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="https://www.fara.gov">https://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs. Office of Management and Budget, Washington, DC 20503

Justice, Washington, DC 20530: and to the Office of Information and	Regulatory Affairs. Office of Management and Budget, Washington, DC 20503.
Name and Address of Registrant     Husch Blackwell Strategies LLC     300 M St SE Suite 402 Washington, DC 20001	2. Registration No. 6517
3. Name of Foreign Principal Organization for Peace and Justice	Principal Address of Foreign Principal     252A Lake Ave, Staten Island, NY 10303
5. Indicate whether your foreign principal is one of the following	ing:
☐ Government of a foreign country <sup>1</sup> ☑ Foreign political party	
☐ Foreign or domestic organization: If either, check or	ne of the following:
	Committee
	Voluntary group
Association  Individual-State nationality	Other (specify)
6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant	
•	
b) Name and title of official with whom registrant de	ais
7. If the foreign principal is a foreign political party, state:	
a) Principal address 252A Lake Ave, Staten Island, NY 10303	
b) Name and title of official with whom registrant d	eals Md Ziaul Islam
	evernment (USG) policies, while currently supportive of political elopment, and human rights in Bangladesh, do not shift

I "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

FORM NSD-3

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	Supervised by a foreign government, foreign political party, or other foreign principal  Owned by a foreign government, foreign political party, or other foreign principal  Directed by a foreign government, foreign political party, or other foreign principal								Yes 🗌 No					
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U.S. Department of Justice

Washington, DC 20530

## Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. & 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

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	me of Registrant sch Blackwell Strategies	2. Registration No. 6517
	me of Foreign Principal ganization for Peace and Justic	
	Check Ap	propriate Box:
4. 🗵	The agreement between the registrant and the above-name checked, attach a copy of the contract to this exhibit.	ned foreign principal is a formal written contract. If this box is
5. 🗆	foreign principal has resulted from an exchange of corres	st and the foreign principal. The agreement with the above-named spondence. If this box is checked, attach a copy of all pertinent which has been adopted by reference in such correspondence.
6. 🗆	contract nor an exchange of correspondence between the	and the foreign principal is the result of neither a formal written parties. If this box is checked, give a complete description below of tanding, its duration, the fees and expenses, if any, to be received.
7. De	scribe fully the nature and method of performance of the a	above indicated agreement or understanding.

See attched contract

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Ensure that United States Government (USG) policies, while currently supportive of political stability and democracy, development, and human rights in Bangladesh, do not shift in any manner contrary to the interests of Jamaat-e-Islami (JI), nor create an environment where JI is defined as a security threat within Bangladesh or on an international scale; Increase USG pressure on Bangladesh to allow civil society to flourish; protect the democratic process in Bangladesh, promote fair and free elections, ensure that all people can freely participate in public debate; and guarantee the existence of small opposition political parties that are unrestricted in their ability to participate fully in the political process in civil society; and Increase USG pressure on Bangladesh to develop and support a fully fair and open judiciary system that reflects global standards and interprets laws in accordance Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ⊠ No 🗆 If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. Meet with elected officials as well as Adminitration officials to achive the objectices outlined in Section 8 above. **EXECUTION** In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief. Date of Exhibite Name and Title Signat Footnote: "Political activity," as defined in Section 1(0) of the Act, means any activity which the person engaging in relieves will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political



September 25, 2018

300 M St. SF. Suite 402 Washington, DC 20003

Organization for Peace and Justice Md Ziaul Islam 252A Lake Avenue Staten Island, New York, 10303

Dear Md Ziaul Islam:

The Consulting Agreement outlined below is provided to Organization for Peace and Justice ("OPT") for ("OPT")'s review and consideration. It shall constitute our agreement concerning the services of Husch Blackwell Strategies, LLC ("HBS") as a governmental affairs consultant to ("OPT").

- Term: The effective term of this Consulting Agreement shall be from October 1, 2018, until September 30, 2019; however, OPJ may terminate the agreement after 6 months with at least thirty (30) days written notice if there is insufficient funding to proceed for the rest of the 12 month term.
- 2. Consideration: In consideration for the professional services of HBS as outlined in this Consulting Agreement, ("CHM") will pay HBS an annual consulting fee of one hundred and thirty-two thousand dollars or \$11,000,000 per month in advance on or before the fifth of each month. All payments shall be made and delivered to:

Husch Blackwell Strategies, LLC Attn: Karen Monnig PO Box 1408 104 West High Street Jefferson City, MO 65402

- 3. Scope of Work: HBS shall provide professional services to ("OPJ") for federal government relations representation as proposed in the July 30, 2018 proposal (Attachment A below). Any expansion of the scope of services outlined in the proposal would modify the total monthly fee amount and we would welcome those discussions during the term of the contract.
- F. Independent Contractor Status; Relationship of the Parties: HBS agrees that HBS's relationship with ("OPJ") is that of an independent contractor. Except as limited by this letter and as reasonably directed by ("OPJ"), HBS is authorized to determine how best to provide these services, HBS understands and agrees that HBS is responsible for self-employment taxes and any other taxes that may become due on any payments that HBS receives for HBS's services HBS acknowledges that HBS is not, and will not be, gligible for the group insurance programs or other benefit plans provided to employees of ("OPJ").

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Husch Blackwell Strategies is affiliated with the law firm of Husch Blackwell LLP, but under this Consulting Agreement, ("OPJ") is not retaining or entering into an attorney-client relationship with the law firm of Husch Blackwell LLP. Absent a separate written engagement agreement between Husch Blackwell LLP and ("OPJ"), there will be no attorney-client relationship between Husch Blackwell LLP and ("OPJ"), and Husch Blackwell LLP shall have no duties whatsoever to ("OPJ"). Further, the parties agree that although some of the Husch Blackwell Strategies staff performing services are licensed attorneys, neither they nor Husch Blackwell Strategies are providing legal services under this Consulting Agreement.

- 5. Expenses: ("OPJ"), will reimburse HBS for any reasonable expenses incurred by HBS in connection with ("OPJ") business, including business meals, travel, and similar business-related expenditures, so long as HBS receives prior written instructions, and approval from ("OPJ"), to incur the expense. Expenses incurred by HBS that are not approved in advance by ("OPJ"), are the responsibility of HBS and not eligible for reimbursement. All expenses should be submitted by HBS to ("OPJ"), within sixty (60) days of the date of incurring the expense.
- 6. Nondisclosure Agreement: The parties acknowledge that during the course of performing the services described in this Consulting Agreement, HBS may receiver develop knowledge of ("OPJ")'s Confidential Information, ("OPJ")'s "Confidential Information" shall mean the terms of this Consulting Agreement and the fact that HBS is providing services to ("OPJ"), as well as plans, strategy, supporter and donor information, policy planning, and any other information disclosed or submitted, orally, in writing, or by any other media, to HBS by ("OPJ") or its representatives that is proprietary or confidential in nature.
  - 60 HBS agrees that the Confidential Information is to be considered confidential and proprietary to ("OPJ"), shall hold the same in confidence, and shall not use the Confidential Information other than for providing services to ("OPJ"). HBS will not disclose, publish or otherwise reveal any of the Confidential Information to any other party whatsoever, except with the specific prior written authorization of ("OPJ"). HBS may make disclosures required by law or court order provided HBS uses diligent, reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed ("OPJ") to participate in the proceeding.
  - 6.2. HBS warrants that it has adequate methods and standards of care in place to safeguard and protect its own proprietary information and that it will apply the same methods and standards in the protection of ("OPJ")'s Confidential Information, ("OPJ")'s Confidential Information will be disclosed only to HBS employees who (a) need to know in connection with their work for this project, and (b) who are subject to obligations of confidentiality to HBS at least as restrictive as those set forth herein.
  - 6.3. Confidential Information furnished in tangible form shall not be duplicated by IIBS except to provide services to ("OPT"). Upon the request of ("OPT", and at ("OPT")'s option, IIBS shall return or destroy all Confidential Information in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, and any documents or other media containing analyses of Confidential Information or information based on or derived from the Confidential Information, within ten (10) days of such request.



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- 6.4. HBS shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Consulting Agreement; is rightfully received by HBS without obligations of confidentiality; or which, as demonstrated by tangible evidence, is independently developed by an employee of HBS who has not had access to any of (\*OPJ\*)'s Confidential Information.
- 7. Indemnification: Each party (hereinafter referred to in this capacity as the "Indemnifying Party") hereby agrees to indemnify, defend and hold harmless the other party and any member, director, officer, employee or agent thereof (each of the foregoing being hereinafter referred to individually as an 'Indemnified Party') from and against any and all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party against any Indemnified Party arising out of the Indemnifying Party's breach of this Agreement or in respect of its performance of services hereunder, provided, however, that HBS's liability hereunder shall in no event exceed all amounts paid hereunder
- 8. Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by non-administered arbitration under the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration. Each party shall select an arbitrator to preside over the arbitration proceeding, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The place of the arbitration shall be Washington, DC. This Agreement is made under and shall be governed by the laws of the District of Columbia.
- 9. Continuing Obligations: The obligations of the parties under paragraphs 2, 7, 8, 10 and 11 shall survive the termination of this agreement.
- 10. Severability and Independent Covenants: If any covenant or other provision of this Consulting Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, administrative order, judicial decision, or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provision unless so expressed in this Consulting Agreement.
- 11. Full Agreement and Merger: The terms and conditions of this Consulting Agreement constitute the full and complete agreement between the parties. No other verbal or written agreement shall, in any way, vary or after any provision of this Consulting Agreement unless both parties consent to vary or after any such provision in a signed writing. The Consulting Agreement is intended to be an integrated writing and any prior oral or written agreements between the parties are merged into this Consulting Agreement and extinguished. No custom, industry standard or course of dealing between the parties shall in any way vary or after the terms and conditions of this Consulting Agreement.
- 42. Construction of Agreement: While HBS has tendered this Consulting Agreement, it has done so as a matter of convenience to the parties. This Consulting Agreement shall not be construed against either party, but shall be construed pursuant to the plain meaning of its terms.
- 13. Foreign Agents Registration Act(FARA): Because this engagement requires contacts with Congress, it will require registration under the Foreign Agents Registration Act and the

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Organization for Peace and Justice will be listed as the client in those public fillings.

We hope these terms meet with your agreement. If they do, please sign at the space provided and return to us for our records.

Succrety,

Huseli Blackwell Strategies, I

Gregg Wild

Chief Becutific Officer

Agreed and Accepted: Organization for Peace and Justi

Signature

Nd Zoax Roan

Md Ziaul Islam

Date 9.2718

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## **ATTACHMENT A**

## GOVERNMENT RELATIONS PROPOSAL

To:

ORGANIZATION FOR PEACE AND JUSTICE

C/O NAKIBUR RAHMAN

FROM:

GREGG HARTLEY AND JOHN ARIALE

DATE:

JULY 30, 2018

Husch Blackwell Strategies (HBS) proposes to represent and work with Organization for Peace and Justice (OPJ) to develop and implement appropriate strategies to accomplish the following scope of work during the term of this agreement:

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## 1. General Objectives

- 1.1. Ensure that United States Government (USG) policies, while currently supportive of political stability and democracy, development, and human rights in Bangladesh, do not shift in any manner contrary to the interests of Jamaat-e-Islami (JI), nor create an environment where JI is defined as a security threat within Bangladesh or on an international scale;
- 1.2. Increase USG pressure on Bangladesh to allow civil society to flourish; protect the democratic process in Bangladesh, promote fair and free elections, ensure that all people can freely participate in public debate, and guarantee the existence of small opposition political parties that are unrestricted in their ability to participate fully in the political process in civil society; and
- 1.3. Increase USG pressure on Bangladesh to develop and support a fully fair and open judiciary system that reflects global standards and interprets laws in accordance with the principles and values of free judiciary.

Under the terms of any engagement between HBS and OPJ, HBS will work with OPJ to develop a strategic plan to implement the general objectives listed above at the Congressional and Administrative levels of the United States Government. While we understand that emergencies and extenuating circumstances arise from time to time, HBS recommends that the parties remain focused on the scope of work outlined above. When extenuating circumstances arise, the parties shall mutually review the specific circumstances surrounding such situation and will address the situation only upon the mutual agreement of both parties. Before we begin any engagement, HBS will engage the State Department to assess the department's current view of JI and assure that the proposed representation is not problematic.

#### 2. Proposed Government Relations Team

#### 2.1. The Husch Blackwell Strategies Story

On January 9, 2018, Husch Blackwell LLP, Statehouse Strategies LLC, and Cloakroom Advisors LLC announced the creation of a joint venture - Husch Blackwell Strategies LLC - to provide federal and state legislative government affairs consulting and lobbying under the Husch Blackwell Strategies brand.

Utilizing over three decades of experience in managing government operations, guiding a large federal government affairs firm, devising political strategies, shepherding political campaigns and supporting legislative processes. HBS provides high value to any public affairs team as they strive to assure success for client initiatives. HBS' relationships are enhanced by accumulated political insights and the ability to develop effective legislative and public affairs strategies. We provide clients with trusted advisors who are key well-known figures in public policy advocacy, each with decades of experience at the highest reaches of government.

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Our federal practice is comprised of the experts who come to the firm from the former Cloakroom Advisors and policy experts from Husch Blackwell to form HBS. Cloakroom Advisors was founded in 2013 by Gregg Hartley, the former vice chairman and chief operating officer of Cassidy & Associates and the former longtime chief of staff to now Senator Roy Blunt. With the inerger in January, HBS has now grown to over twenty professionals.

The combined expertise of our federal practice professionals advance the goals of corporations, associations, governments, and other organizations by taking the time to understand our clients' interests and objectives. We infuse that knowledge with a strong and thorough understanding of how partisan agendas complicate movement of any issue within the U.S. federal policy realm. We appreciate the role of key players in determining the fate of policy initiatives and apply practical governmental and political experience to leverage bipartisan relationships to ensure clients maximize their exposure and influence in Washington.

#### 2.2. The HBS Team

The primary HBS Team proposed to work for OPI under this proposal will consist of Gregg Hartley. Executive Vice Chair and Chief Executive Officer: John Ariale, Principal; and Singleton McAllister, Senior Advisor.

During the term of any engagement, our HBS Team will be led by John Ariale, Principal,

## 3. Retaining Our Services

Our fees reflect the value of our services and take into account the complexity of the matter, the skill and experience required to perform the services, the time constraints imposed by the circumstances, the size of the matter, and the efficiencies we bring to bear on the representation. For the legislative advocacy scope of work outlined in this proposal, our normal monthly retainer rate ranges from \$15,000 - \$25,000,00 per month, plus expenses and disbursements such as domestic or international airplane travel.

However, as a result of the longstanding relationship between the parties, and in recognition of OPJ's cost sensitivities, we are willing to engage in an agreement with OPJ at the same retainer rate under our previous contract of \$10,000 per month with the following provisions:

- 1) The period of engagement for the contract with the scope of work listed above recognizing that there are long-term and short-term goals must be at least 12 months to effectively implement this strategy assuming a start date October 1, 2018; and
- 2) The agreed upon monthly retainer must be paid monthly in advance of each month of the contract and will be due no later than the 5th day of the month prior to the month of service.

Because this engagement requires contacts with Congress, it will require registration under the Foreign Agents Registration Act and the Organization for Peace and Justice will be listed as the client in those public filings.

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The expansion of the scope of services outlined above would modify the total monthly fee amount and we welcome and anticipate a discussion, following your review of this proposal, about all of those factors and elements prior to a final decision on acceptance of this proposal.

Finally, based on the scope of the work anticipated to effectively execute the services outlined, we would ask that OPJ consider underwriting at least one international trip for our two Principals on the OPJ team to meet with experts on the ground in Bangladesh, visit with U.S. Officials in country, and conduct a fact-finding mission.

After reviewing this proposal, please feel free to contact us if you have any questions or wish to move forward with the engagement. We appreciate our relationship, previous engagements, and look forward to working with you again in the coming months.

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